



PATRICIA S. PLOEHN, LCSW
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

February 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE CONTRACTS FOR THE PROVISION OF EDUCATION
CONSULTANT SERVICES WITH FIFTEEN (15) PROVIDERS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Form Contract in substantially similar form to Attachment I for the provision of Education Consultant Services for fifteen (15) Contracts with the providers and in the amounts indicated in Attachment II.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to execute fifteen (15) Contracts, effective February 6, 2007 or the date of execution, whichever is later, through June 30, 2007, with the options to extend for up to two (2) additional one-year periods through June 30, 2009. The Maximum Annual Contract Sum for each of the 13 of 15 Contracts for the period from date of execution through June 30, 2007 is \$30,000 and \$15,000 for each of the remaining two Contracts for a total of \$420,000. The Maximum Annual Contract Sum for each of 13 of 15 Contracts for each subsequent year is \$72,000 and \$36,000 for each of the remaining two Contracts for a total of \$1,008,000. The Maximum Contract Sum for each of the 13 of 15 Contracts for the full term of the Contract should all options to extend be executed through June 30, 2009 is \$174,000 and \$87,000 for each of the remaining two Contracts, for a total cost of \$2,436,000 for all fifteen (15) Contracts, which will be financed using \$1,120,560 (46%) Federal revenue, \$950,040 (39%) State revenue, and \$365,400 (15%) Net County cost (NCC). The cost for FY 2006-07 is \$420,000 and sufficient funding is included in the FY 2006-07 Adopted Budget. The remaining cost will be included in the Department's FY 2007-08 Budget Request.

3. Delegate authority to the Director of DCFS, or her designee, to exercise the two (2) one-year extension options by written notice after obtaining County Counsel and the Chief Administrative Office (CAO) approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten (10) working days of executing the extension(s).
4. Delegate authority to the Director of DCFS, or her designee, to execute amendments to increase or decrease the Contract sum by no more than ten percent (10%) of the Maximum Contract Sum, if necessary, to accommodate any unanticipated need for increase/decrease in the level of services provided that: (a) sufficient funding is available; (b) prior County Counsel and CAO approvals are obtained; and (c) the Director of DCFS notifies your Board and the CAO in writing within ten (10) working days of execution of such amendments.
5. Delegate authority to the Director of DCFS, or her designee, to execute amendments to the Contract for non-material changes provided that: a) prior County Counsel and CAO approvals are obtained, and b) the Director of DCFS notifies your Board and the CAO in writing within ten (10) working days of execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable DCFS to implement educational advocacy services that are essential to the academic success of children under the care of DCFS. The Education Consultants are credentialed teachers who will assist Children's Social Workers (CSWs) and caregivers with advocating to schools and school districts on behalf of children with education issues and who are under the care of DCFS. Education Consultants will receive training, support and direction from the Department to carry out their services on a case referral basis. Education Consultants will utilize their specialized knowledge of the education system, training, support and direction to advocate and facilitate in areas such as, but not limited to, Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth), Student Study Team (SST), Special Education, Individual Education Plans (IEPs), California High School Exit Exam requirements and preparation, school attendance, school enrollment, proper and complete accumulation of school records and transcripts, due process regarding expulsion and suspension, student rights under the education system, access to remedial and enrichment education resources and services, social development, and early education programs.

The Education Consultants will assist CSWs and facilitate with the education process so that children are able to achieve their education goals. Each of the Contractors will be assigned to assist CSWs in a DCFS regional office either on a full-day (Tier 1) or half-day (Tier 2) level of service. Achievement will be measured based on the following outcome/performance targets: (1) 90% of children enrolled in school within (24) twenty-four hours of referral; (2) 80% of children receive partial credit for coursework successfully completed; (3) 100% of referred children are assisted in receiving due process related to suspension, expulsion, and/or transfer opportunities; (4) 100% of school records will be copied and provided to the County; and (5) 35% of the referred children shall have Education Case Plans completed within 60 days and an additional 35% shall be completed within 90 days.

Without approval of the recommended actions, the services of the Education Consultants will not be available to children under the care of DCFS. Consequently, children will continue to struggle in their efforts to meet their education goals.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 5 (Children and Families' Well Being). The recommended actions will enable DCFS to provide services with the intent to improve the education and social well being of children in Los Angeles County.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum for each of the 13 of 15 Contracts for the period from date of execution through June 30, 2007 is \$30,000 and \$15,000 for each of the remaining two Contracts for a total of \$420,000. The Maximum Annual Contract Sum for each of 13 of 15 Contracts for each subsequent year is \$72,000 and \$36,000 for each of the remaining two Contracts for a total of \$1,008,000. The Maximum Contract Sum for each of the 13 of 15 Contracts for the full term of the Contract should all options to extend be executed through June 30, 2009 is \$174,000 and \$87,000 for each of the remaining two Contracts, for a total cost of \$2,436,000 for all fifteen (15) Contracts, which will be financed using \$1,120,560 (46%) Federal revenue, \$950,040 (39%) State revenue, and \$365,400 (15%) Net County cost (NCC). The cost for FY 2006-07 is \$420,000 and sufficient funding is included in the FY 2006-07 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this Contract with the fifteen (15) Contractors, is for five (5) months from February 6, 2007 or the date of execution, whichever is later, through June 30, 2007, with two optional renewal periods of one-year each, for a total Contract duration of two (2) years and five (5) months. Each of the Contractors will be assigned to assist CSWs in a DCFS regional office either on a full-day (Tier 1) or half-day (Tier 2) level of service.

The Department has begun the process through its Human Resources Division to determine the feasibility of, and establish, a new permanent position for these services. However, the services may need to be continued under Contract, in whole or in part, beyond the two (2) years and five (5) months term of this Contract until recruitment activities are completed.

The services provided will require the Contractors to meet with school officials, caregivers, CSWs, and other County staff. Services will include, but are not limited to, Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth), Student Study Team (SST), Special Education, Individual Education Plans (IEPs), California High School Exit Exam requirements and preparation, school attendance, school enrollment, proper and complete accumulation of school records and transcripts, expulsion and suspension due process, educational rights, access to remedial and enrichment education resources and services, social development, and early education programs.

The Statement of Work includes a provision that allows the County by mutual agreement between the County and the Contractor, County may, at its sole discretion adjust Contractor's office assignment, Level of Service (Tier I or Tier II), and/or the Maximum Annual Contract Sum and/or Maximum Contract Sum. This flexibility will allow the Department to best disperse and make adjustments in levels of service at each office based upon the needs of the Department to provide these services to the children.

The Form Contract includes a provision that the County has no obligation to pay for services exceeding the Maximum Contract Sum. Further, the Contractor will not be asked to perform services that exceed the Maximum Annual Contract Sum, Maximum Contract Sum, scope of work, or Contract dates. The Professional Liability Insurance threshold is lower than policy normally requires; CAO Risk Management approved reducing the amount to \$1 million per each claim and \$1 million in aggregate for this Contract.

The Department has evaluated these services and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Form Contract.

The Contractors have complied with all Board, CAO, and County Counsel requirements. The Board letter has been reviewed by County Counsel and the CAO. The Form Contract has been approved as to form by County Counsel. The CAO has approved the Board letter.

CONTRACTING PROCESS

The services were procured through a formally advertised solicitation process. A Request for Proposals (RFP) was released on September 7, 2006, to which seventeen (17) Proposers responded by October 18, 2006, the proposal submission due date. Prior to the

development of the solicitation, DCFS surveyed the market by releasing a formally advertised Request for Information (RFI) to locate interested and qualified individuals for the services. After receiving no response, DCFS placed ads in the United Teachers Los Angeles newsletter, to which fifty (50) individuals responded and were placed on the list for RFP participation.

The RFP was advertised in local newspapers, the United Teachers Los Angeles Newsletter, posted on the County's official website "LA County Online", posted on "Edjoin.org", an educational employment opportunity website for California, and was mailed or e-mailed to 142 potential Proposers identified from the Departmental list, with copies issued to an additional seven (7) individuals.

In response to the RFP, twenty-three (23) individuals attended the Proposers' Conference, and seventeen (17) individuals submitted proposals. The proposals were evaluated for compliance with minimum qualifications and scored by a team of qualified managers based on proposers' knowledge of the required services specified in the statement of work. The recommended Contractors were selected as the highest scoring proposers who demonstrated their ability as responsive and responsible proposers to fill the needs at each DCFS Regional office.

The Department has determined that a Cost of Living Adjustment (COLA) provision was not required for this Contract.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will enable DCFS to implement a new and vital advocacy service for children under the care of DCFS. The Education Consultants are credentialed teachers who will assist Children's Social Workers (CSWs) and caregivers to advocate to the schools and school districts on behalf of children under the care of DCFS with education issues. Education Consultants will assist in areas such as but, not limited to, school attendance, school enrollment, Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth), Student Study Team (SST), Special Education, Individual Education Plans (IEPs), proper and complete accumulation of school records and transcripts, social development, early education programs, California High School Exit Exam requirements and preparation, due process for expulsion and suspension, educational rights, access to remedial and enrichment education resources and services.

Execution of the Form Contracts will provide CSWs with knowledgeable consultants to assist with efforts to advocate to the schools and school districts on behalf of children under the care of DCFS to provide resources and intervention to avert delays with entry into the education system and into multidisciplinary programs to link youth and families with appropriate support systems in each Supervisorial District.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board Letter to

- 1) Department of Children and Family Services
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room #400
Los Angeles, California 90020
- 2) Office of County Counsel
Attention: David Beaudet, Deputy County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Respectfully Submitted,



PATRICIA S. PLOEHN, LCSW
Director

PP: WC:RR:ck

Attachments (2)

- c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

**FOR EDUCATION CONSULTANT SERVICES
TIER ____**

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

February 2007

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EDUCATION CONSULTANT SERVICES**

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LIST OF ATTACHMENTS:

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Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification
Attachment K	User Complaint Report (UCR)
Attachment L	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

COUNTY OF LOS ANGELES
EDUCATION CONSULTANT SERVICES

EDUCATION CONSULTANT SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2007, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

hereinafter referred to as
"CONTRACTOR".

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Education Consultant services; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are of an extraordinary, professional nature; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, "Change Notices and Amendments" and signed by both parties.
- 1.2 Exhibits A, B, C, and D, Attachments A, B, C, D, E, F, G, H, I, J, K, and L set forth below, are attached to and incorporated by reference into this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibit A: Statement of Work, and Exhibit D, Attachments according to the following priority:
- | | |
|--------------|---|
| Attachment A | CONTRACTOR's Equal Employment Opportunity (EEO) Certification |
| Attachment B | Community Business Enterprise Form (CBE) |
| Attachment C | CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement |
| Attachment D | Auditor-Controller Contract Accounting and Administration Handbook |
| Attachment E | Internal Revenue Notice 1015 |
| Attachment F | Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program) |
| Attachment G | Safely Surrendered Baby Law Fact Sheet |
| Attachment H | CONTRACTOR's Administration |
| Attachment I | COUNTY's Administration |
| Attachment J | Charitable Contributions Certification |
| Attachment K | User Complaint Report (UCR) |
| Attachment L | CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA) |
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 1.6 "Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth)" or "AB 490" – Refers to the act by the California Legislation, which took effect January 1, 2004, that amended Sections 48645.5, 48850, 49069.5, and 49076 of, added Sections 48853 and 48853.5 to, the Education Code, and amended Sections 361, 726, and 16000 of the Welfare and Institutions Code, relating to minors.
- 1.7 "California High School Exit Exam" or "CAHSEE – means the examination authorized by California State law in which- students in California public schools would have to pass to earn a high school diploma beginning in the 2005-06 school year.
- 1.7 "Children's Social Worker" or "CSW"– means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS. For purposes of this contract, this shall also include the "Supervising Children's Social Worker" or "SCSW."
- 1.8 "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 1.9 "CONTRACTOR" – means the individual that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 1.10 "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 1.11 "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 1.12 "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 1.13 "DCFS" - means COUNTY's Department of Children and Family Services
- 1.14 "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- 1.15 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 1.16 "Local Educational Agency" or "LEA" - means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or

secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools.

- 1.17 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 1.18 "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract
- 1.19 Tier I Level of Service (Tier I) – means a level of service in which the CONTRACTOR is available to provide Education Consultant Services Monday – Friday during normal business hours.
- 1.20 Tier II Level of Service (Tier II) – means a level of service in which the CONTRACTOR is available to provide Education Consultant Services during approximately one-half of normal business hours. Normally, two (2) Tier II Education Consultants will be assigned to a DCFS Regional Office to provide full coverage to the office.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR."

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on February 6, 2007 or date of execution, whichever is later and shall continue through June 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of two (2) years and five (5) months. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to CONTRACTOR, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.
- 3.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth below.
- 4.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.
- 4.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 The total amount payable under this Contract is _____ Dollars (\$_____), hereinafter referred to as "Maximum Contract Sum." The maximum amount payable under this Contract for each of the contract years shall not exceed _____ Dollars (\$_____), hereinafter referred to as "Maximum Annual Contract Sum."
- 4.6 CONTRACTOR may only provide services up to a maximum of 1/12 of the "Maximum Annual Contract Sum" unless approved in writing by CPM before the end of the month.
- 4.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is

attached hereto and incorporated by reference herein as Exhibit C, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 6.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

- 4.8 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

- 5.1.1 Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 5.1.2 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Christopher W. Kinney
425 Shatto Place, Room 400
Los Angeles, CA 90020

- 5.1.3 Such certificates or other evidence shall:

- 5.1.3.1. Specifically identify this Contract;
- 5.1.3.2. Clearly evidence all coverage required in this Contract;
- 5.1.3.3. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;

- 5.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special

Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- 5.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.6 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.
- 5.1.7 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 5.1.8 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 5.1.8.1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing to the Program Manager within 24 hours of occurrence.
 - 5.1.8.2. Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
 - 5.1.8.3. Any injury to a CONTRACTOR that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.
 - 5.1.8.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

5.1.9 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.

6.2 CONTRACTOR's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) Days after the last day

of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 6.4 All invoices under this Contract shall be submitted in duplicate to the following address:

- 6.4.1 CONTRACTOR shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Patricia A. Armani, Program Manager
425 Shatto Place, Room 310
Los Angeles, CA 90020

- 6.4.2 And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, California 90020

- 6.5 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.
- 6.6 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-11. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

- 6.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

7.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment H, CONTRACTOR'S Administration and Attachment I, COUNTY'S Administration. Addresses may be changed by either party upon giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.0 CONFIDENTIALITY REQUIREMENTS

- 8.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court

and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

- 8.1.1 If CONTRACTOR qualifies as a member of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), CONTRACTOR may access and disclose information regarding children accordingly.
- 8.1.2 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.
- 8.1.3 To the extent that CONTRACTOR is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR

1.1.1 CONTRACTOR is designated in Attachment H, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR.

1.1.2 CONTRACTOR shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager on a regular basis.

1.2 Background and Security Investigations

1.2.1 At any time prior to or during term of this Contract, the COUNTY may require that CONTRACTOR performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR passes or fails the background clearance investigation.

1.2.2 COUNTY may immediately deny or terminate facility access to any CONTRACTOR who does not pass such investigation(s) to the satisfaction of the COUNTY and/or whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

1.2.3 Confidentiality

1.2.4 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

1.2.5 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 1.2.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.2.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 1.2.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

- 2.1 A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Attachment I, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- 2.2.1 ensuring that the objectives of this Contract are met;
- 2.2.2 making changes in the terms and conditions of this Contract in accordance with Part II, Section 6.0, Changes and Amendments;
- 2.2.3 providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- 2.2.4 meeting with CONTRACTOR on a regular basis; and
- 2.2.5 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- 2.2.6 The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 4.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 4.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR

under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

6.0 CHANGE NOTICES AND AMENDMENTS

- 6.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.
- 6.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 6.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.
- 6.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, section 3.2, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

7.0 CHILD ABUSE PREVENTION REPORTING

- 7.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
 - 7.1.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code.

8.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 8.1 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement

8.1.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTOR's to voluntarily post the COUNTY's "L.A. Most Wanted: Delinquent Parents" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department will supply the CONTRACTOR with the poster to be used.

8.2 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.2.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.2.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.3 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.2, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Part II, Section 50.0 Termination for CONTRACTOR's Default.

9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Attachment B.

10.0 COMPLAINTS

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
 - 10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business Days of mailing to the complainant.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
 - 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal

funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

11.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

11.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR of any such laws, rules, regulations, ordinances, or directives.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

13.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment F, and incorporated by reference into and made a part of this Contract.

13.2 Written Employee Jury Service Policy

13.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and

adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 13.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 13.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 13.2.4 CONTRACTOR's violation of this Section 13.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation,

reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Attachment D, Auditor-Controller Contract Accounting and Administration Handbook.
- 18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 19.3 The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 19.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a

tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 19.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 19.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Attachment J the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions

comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

21.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment L in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Attachment L, CONTRACTOR's Obligations Under HIPAA.

22.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide Tier _____ level of services and fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

24.1 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses.

25.0 EMPLOYEE BENEFITS AND TAXES

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 25.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 25.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 27.1.1 CONTRACTOR has made a misrepresentation of any required element in the proposal submitted in response to the Request for Proposals, if any; or
- 27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 16.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY

of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

33.0 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.0 LIQUIDATED DAMAGES

34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided

herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

34.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

34.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Statement of Work, Exhibit B, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

34.2.3 Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

34.2.4 The action noted in Section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

34.2.5 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at

http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

36.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 37.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

- 37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

38.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

39.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

40.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Attachment E.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

- 43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data, and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 43.4 for:
 - 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.3;
 - 43.5.2 Any materials, data and information covered under Section 43.2; and

- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

- 45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the

CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Program Manager. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-Section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

- 48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract the requirements of this Contract. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided Section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 32.0, Indemnification.
- 50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

- 51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

- 59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has subscribed the same, as of the day, month and year first above written.

COUNTY OF LOS ANGELES

By:

Patricia S. Ploehn, LCSW, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
David Beaudet, Deputy County Counsel

EXHIBIT A – STATEMENT OF WORK

FOR EDUCATION CONSULTANT SERVICES
TIER ____



Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

February 2007

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EDUCATION CONSULTANT SERVICES CONTRACT
EXHIBIT A STATEMENT OF WORK

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1.0 PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

Responsiveness
Professionalism
Accountability
Compassion

Integrity
Commitment
A Can Do Attitude
Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the

County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, personnel development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community shall continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – personnel and volunteers – shall treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers shall work proactively to facilitate customer access to services.

- Provide services as promptly as possible

- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers shall deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

2.1 Education Consultants will advocate on behalf of foster children and will consult with, answer, assist, and train Children's Social Workers (CSWs) and caregivers with issues related to education, school attendance, timely school enrollment and proper check-out when leaving, AB 490 (Ensuring Educational Rights and Stability for Foster Youth), Student Study Team (SST), Special Education and Individual Education Plans (IEPs), non-public school, proper and complete accumulation of school records and transcripts, social development, early education programs and enrollment, California High School Exit Exam requirements and preparation, expulsion and suspension due process criteria, educational rights, access remedial and enrichment education resources and services as well as other similar tasks and services.

2.2 The Program's objective is to ultimately place "Education Consultant Services" in each regional office to serve as a resource to CSWs.

3.0 DEFINITIONS

- 3.1 The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:
- 3.1.1 “Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth)” or “AB 490” – Refers to the act by the California Legislation, which took effect January 1, 2004, that amended Sections 48645.5, 48850, 49069.5, and 49076 of, added Sections 48853 and 48853.5 to, the Education Code, and amended Sections 361, 726, and 16000 of the Welfare and Institutions Code, relating to minors.
 - 3.1.2 “California High School Exit Exam” or “CAHSEE – means the examination authorized by California State law in which- students in California public schools would have to pass to earn a high school diploma beginning in the 2005-06 school year.
 - 3.1.3 Children’s Social Worker (CSW) – means Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
 - 3.1.4 “COUNTY’s Program Manager” (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - 3.1.5 “Local Educational Agency” or “LEA” - means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools.
 - 3.1.6 Tier I Level of Service (Tier I) – means a level of service in which the CONTRACTOR is available to provide Education Consultant Services Monday – Friday during normal business hours.
 - 3.1.7 Tier II Level of Service (Tier II) – means a level of service in which the CONTRACTOR is available to provide Education Consultant Services during approximately one-half of normal business hours on an alternating daily or weekly schedule basis with another

Education Consultant so that full coverage is provided Monday through Friday during normal business hours.

- 3.1.7.1. Normally, two (2) Tier II Education Consultants may be assigned to a DCFS Regional Office to provide full coverage to the office.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CONTRACTOR.
- 4.2 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 4.3 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.5 COUNTY's Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

Patricia A. Armani
425 Shatto Place, 3rd Floor, Room #310
Los Angeles, California 90020

- 4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY's Program Manager or designee and the CONTRACTOR.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

COUNTY Program Manager shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 CONTRACTOR shall have knowledge of the Education Code, Welfare and Institution Code, and Penal Code, as related to education issues, and any legislative changes impacting the education of foster children.

- 6.2 CONTRACTOR shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.
- 6.3 CONTRACTOR shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. CONTRACTOR shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 6:00 P.M., Monday through Friday, except legal holidays.
- 6.4 CONTRACTOR shall not perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the CONTRACTOR's physical or mental performance.
- 6.5 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of the CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

7.0 REPORTS AND RECORD KEEPING

CONTRACTOR shall provide COUNTY with a monthly service report, and a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

8.0 SCOPE OF WORK

- 8.1 The CONTRACTOR is an Education Consultant, individually contracted as an advocate to address the education needs of children under the supervision of the Department of Children and Family Services.
- 8.2 The CONTRACTOR is not an employee of the County of Los Angeles for any purpose whatsoever. CONTRACTOR does not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of their performance of work under this contract. CONTRACTOR does not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
- 8.3 CONTRACTOR services shall consist of, but are not limited to the following: (1) respond to the referrals and requests of Children's Social Workers (CSWs) and caregivers related to educational issues; (2) obtain school records to include in the Health and Education Passport; (3) advocate for referred children to receive an appropriate education and services in the least restrictive educational environment and, if it is in the child's best interest, remain in the School of Origin; (4) ensure that

children receive partial academic credit for coursework satisfactorily completed; (5) provide case consultation services; (6) participate in the multidisciplinary team decision making process and collaborate with the CSW, caregiver, school counselor, the Local Education Agency (LEA) Educational Liaison in development of Education Services Plans; (7) provide community-based after-school resource information.

8.4 CONTRACTOR shall, upon request of the COUNTY, participate in training curricula development and presentations on education related issues to CSWs, caregivers, and other professionals collaborating with COUNTY.

8.5 DCFS has established the following priorities for children: (1) safety; (2) permanency; and (3) well being.

8.5.1 Safety: Safety shall be defined as freedom from Abuse and Neglect.

8.5.2 Permanency: Permanency shall be defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, Adoption, relative guardianship, or other legal guardianship.

8.5.3 Well-Being: This priority refers to a child's educational, emancipation preparation, medical, dental, psychological and psychiatric well-being.

8.6 During the course of the CONTRACT, by mutual agreement between the COUNTY and the CONTRACTOR, COUNTY may, at its sole discretion adjust CONTRACTOR'S office assignment, Level of Service (Tier I or Tier II), and/or the Maximum Annual Contract Sum and/or Maximum Contract Sum, in accordance with Part II, Section 6.0, Change Notices and Amendments.

9.0 CONTRACTOR REQUIREMENTS

9.1 CONTRACTOR shall have at a minimum, the following: (1) a Bachelor's degree from an accredited school; (2) a valid Teaching, California Pupil Personnel Services, or Special Education credential; (3) three or more years experience in the last 5 years as a Teacher or Education Counselor, and (4) ability to travel throughout the County of Los Angeles. CONTRACTOR shall have the experience and expertise to provide the services listed in this Statement of Work (SOW).

9.2 CONTRACTOR shall have demonstrated knowledge of the Education Code, Welfare and Institution Code, and Penal Code, as related to education issues, and any legislative changes impacting the education of foster children.

9.3 CONTRACTOR shall have demonstrated knowledge of Special Education laws and regulations, including an ability to advocate for foster children who are in need of Special Education services.

9.4 CONTRACTOR shall be able to read, write, speak, and understand English to perform services under this Contract.

10.0 SERVICE DELIVERY SITE(S)

10.1 CONTRACTOR shall provide services to an assigned DCFS regional office throughout the County of Los Angeles. (see Form 4 Proposer's Preferences for a list of office locations)

10.2 CONTRACTOR shall be willing to provide temporary coverage at other offices.

11.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

11.1 The CONTRACTOR shall agree to comply with the COUNTY's Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy will be provided to the CONTRACTOR on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

11.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in Exhibit A, Statement of Work and Exhibit B, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

11.1.2 CONTRACTOR shall provide methods for insuring uninterrupted service to COUNTY.

12.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit B, Performance Requirements Summary. All monitoring will be conducted in accordance with the Contract Terms and Conditions, Part II, Section 23.0, COUNTY's Quality Assurance Plan, of the Contract.

13.0 TARGET POPULATIONS

13.1 The target populations are: (1) Children under the supervision of DCFS throughout the County of Los Angeles; or (2) Individuals who have been referred for service interventions from CSWs, Holders of Educational

Rights, Group Home providers, Caregivers, and the children's attorneys on behalf of the children.

- 13.2 The targeted populations include, but are not limited to, the following: (1) Children who need immediate enrollment in school; (2) Children that are in the suspension, expulsion, and/or opportunity transfer process; (3) Children needing the collection of school records and an assessment of educational needs; (4) Children that have changed placement and need partial academic credit for coursework satisfactorily completed as calculated for high school graduation; and (5) Children needing case consultation services, including Special Education school and after school services.
- 13.3 The County of Los Angeles is served by DCFS in the following regional offices which include: (1) Lancaster and Palmdale in Service Planning Area (SPA) 1 (2) North Hollywood and Santa Clarita in SPA 2; (3) El Monte, Pasadena, Glendora, Covina Annex and Pomona in SPA 3 (4) Metro North in SPA 4; (5) West Los Angeles in SPA 5; (6) Century, Compton, Hawthorne, and Wateridge in SPA 6; (7) Belvedere and Santa Fe Springs in SPA 7; and (8) Lakewood and Torrance in SPA 8.
- 13.4 Immediate services will be provided by the Education Consultant upon receipt of a referral primarily from the CSW. After the needs of the CSW are met, additional referrals shall be accepted and served from the caregiver, group home providers, and child's attorney.
- 13.5 CONTRACTOR shall, upon request of the COUNTY, provide training presentations for CSWs, caregivers, and other professionals collaborating with COUNTY.

14.0 SAFETY

- 14.1 PERFORMANCE OUTCOME GOAL Children shall remain free from abuse and Neglect
- 14.2 SERVICE TASKS:
 - 14.2.1 CONTRACTOR is a mandated reporter under the Penal Code, Sections 11164-11165.9, and shall report directly to the Child Protection Hotline (1-800-540-4000) and/or appropriate law enforcement agency, any suspected child neglect or abuse, with notification to the COUNTY Program Manager.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>Substantiated allegations against CONTRACTOR.</p> <p>CONTRACTOR, as mandated reporters, shall report any and all suspicions of child abuse and neglect make known to them.</p>	<p>Corrective Action Plans</p> <p>Monthly and Annual Summary Reports</p> <p>Special Incident Reports</p> <p>Child / Children Interview</p>	<p>100% of the corrective action plan successfully implemented.</p> <p>100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.</p>

15.0 PERMANENCY

15.1 PERFORMANCE OUTCOME GOAL: Children shall achieve permanency through reunification, Adoption, and guardianship.

15.2 SERVICE TASKS

15.2.1 Multidisciplinary Case Planning

15.2.2 CONTRACTOR shall: (1) participate in the multidisciplinary team decision making process; (2) develop in collaboration with the school counselor, CSW, caregiver, and other providers, as needed, an Education Case Plan; (3) CONTRACTOR shall advocate for children under the supervision of DCFS to receive appropriate education and related services in the least restrictive environment; and (4) CONTRACTOR shall encourage CSW's to input the child's school name, Education Case Plan and pertinent school information, such as attendance, report cards, CAHSEE progress, etc, into the CWS/CMS record in order to populate the Health and Education Passport, which is to be presented to the court at six month judicial reviews.

15.2.3 CONTRACTOR shall respond within twenty-four (24) hours upon receipt of a referral related to school enrollment. The CONTRACTOR shall participate in the assessment with the CSW, children, Holder of Education Rights, LEA Educational Liaison for Foster Children, caregiver, and others, as needed, to determine if its in the child's best interest to remain in the School

of Origin. CONTRACTOR shall discuss the outcome decision with the school districts involved and assist in the transfer of school records as needed. CONTRACTOR shall obtain from the COUNTY authorization to provide the COUNTY copies of the child's school records.

16.0 WELL-BEING

16.1 PERFORMANCE OUTCOME GOAL: Children shall improve their level of functioning in the areas of physical, emotional, social, educational, cultural, and spiritual development.

16.2 SERVICE TASKS:

16.2.1 CONTRACTOR shall be responsible for (1) collaborating with CSWs to assess educational needs; (2) ensuring school enrollment; (3) ensuring due process is adhered to for suspended or expelled children; (4) assessing school records for academic achievement; (5) providing case consultation services, especially for children needing Special Education services; (6) working with school district's to ensure calculation of partial school credits; and (7) participating in multidisciplinary team decision making meeting.

16.2.2 CONTRACTOR shall represent and articulate the education interests of children with school personnel, including, but not limited to the Education Liaison for Foster Children.

16.2.3 CONTRACTOR shall provide services five (5) business days per week, Monday through Friday, excluding COUNTY approved calendar holiday and non-business day schedule. CONTRACTOR personnel may work flexible hours to accomplish tasks with approval of the COUNTY.

16.3 Case Referral and Assessment

16.3.1 CONTRACTOR shall: (1) utilize signed authorization by the Holder of Education Rights to receive the child's education records from the schools; (2) follow-up with the schools to receive the child's education records in a timely manner; (3) review the child's education records to assess skill levels and recommend supplemental services to achieve academic success; (4) document and report the assessment to the child (if age appropriate), CSW, and caregiver; (5) confer with the child's school to develop a plan for all children that are two or more years below grade level in reading or math; and (6) inform the case-carrying CSW of the services provided.

- 16.3.2 CONTRACTOR's receipt of DCFS referral form (Attachment P) shall constitute an official referral of the case to CONTRACTOR. CONTRACTOR shall e-mail, fax, or call the case carrying CSW within twenty-four (24) hours to: (1) acknowledge receipt of the referral; (2) provide the name of the CONTRACTOR; (3) discuss educational needs of the children; and (4) develop a preliminary plan.

16.4 Enrollment

- 16.4.1 CONTRACTOR shall assist CSW and caregiver to ensure all children are enrolled in school. CONTRACTOR shall work with the LEA Educational Liaison for Foster Children to implement AB 490 to address an individual child's education needs and enroll him/her in school the same day enrollment, even without transcripts and school records, in accordance with AB 490.
- 16.4.2 CONTRACTOR shall obtain the educational records to assess the child's skill levels, service needs, and appropriate placement in school, including Special Education for those children with an Individualized Educational Program (IEP).
- 16.4.3 CONTRACTOR shall review the records of each child enrolled in a Non-Public School (NPS) to ensure there is an IEP, signed by the Holder of Education Rights, designating that the Special Education services are to be provided at a NPS. Should a child be enrolled without an appropriate IEP, CONTRACTOR shall immediately notify the CSW and the COUNTY Program Manager.
- 16.4.4 CONTRACTOR shall recommend enrollment in the least restrictive environment to meet the child's individual educational needs. This may include dual enrollment in a public and NPS, as identified in the IEP. CONTRACTOR shall provide case consultation services to ensure the child is placed in a public or NPS consistent with the legal requirements.
- 16.4.5 CONTRACTOR shall ensure the child receives partial academic credit for coursework satisfactorily completed as calculated for high school graduation.
- 16.4.6 CONTRACTOR shall obtain the academic records and other data related to the educational needs of a child within twenty (20) days of initial placement and within thirty (30) days of the end of each semester thereafter. The CONTRACTOR shall provide copies of these documents to the COUNTY CSW and caregiver. A log reflecting these transactions will be provided to the COUNTY Program Manager attached to the monthly report.

- 16.4.7 CONTRACTOR shall obtain from the COUNTY authorization from the Holder of Education Rights to provide the COUNTY copies of the child's school records, which includes, but is not limited to:
- Coursework grades
 - Attendance record
 - Standardized test scores
 - Individualized Education Program (IEP), if applicable
 - DCFS 1726 Request for School Report form

16.5 Case Consultation Services

- 16.5.1 CONTRACTOR shall be required to render consultations on approximately thirty (30) children for case consultation services (not counting requests to obtain and review school records) for Tier I Consultants.
- 16.5.2 CONTRACTOR shall be required to render consultations on approximately fifteen (15) for a CONTRACTOR for Tier II Consultants
- 16.5.3 CONTRACTOR shall support school stability by (1) engaging the LEA Counselor in the development of the Education Services Plan; and (2) engaging the LEA Educational Liaison for Foster Children for other educational issues as needed.
- 16.5.4 CONTRACTOR shall address suspension, expulsion, and/or opportunity transfer referrals within twenty-four (24) hours to ensure due process is adhered to for all children directed to leave the school campus.
- 16.5.5 CONTRACTOR shall continue case consultation services when a child is transferring to a new school, until the child is enrolled in school and receiving the services identified in the Education Case Plan.
- 16.5.6 CONTRACTOR shall attend any and all IEP meetings necessary to ensure the child is assessed for and receiving all school based services necessary to achieve academic success and skill building.

16.6 Community Based After-School Resources

- 16.6.1 CONTRACTOR shall provide the CSW and caregiver with community-based after-school resource information to meet the individual needs of the child within the geographic area of the placement. These resources shall include, but are not limited to (1) available tutoring programs; (2) life skills and vocational

training programs; and (3) extra curricular activities in accord with the interests of the child.

- 16.6.2 After reviewing a child's academic record and/or at the request of the CSW, CONTRACTOR shall recommend community-based services for a child achieving less than a "C" grade in any class that is impacting their academic progress.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Children enrolled in school.	1. Education Case Plan	1. 90% ¹ of children enrolled in school within (24) twenty-four hours of referral.
2. Partial credits for coursework successfully completed have been calculated.	2. Referrals and Case Consultation and Consultation Logs	2. 80% ¹ of children received partial credit for coursework successfully completed.
3. Completed follow-ups on all suspension, expulsion, and/or opportunity transfer referrals.	3. Monthly and Annual Referrals and Summary Reports	3. 100% of referred children shall have the assistance of the CONTRACTOR to ensure the child receives due process related to suspension, expulsion, and/or opportunity transfer.
4. Provide copies of the child's school records to COUNTY.	4. Report Cards, transcripts, attendance records, IEP, SST, etc.	4. 100% of school records will be copied and provided to COUNTY.
5. Completion of Education Services Plans for all children referred.	5. Direct communication with school personnel, CSW, Caregiver. As well as with parent and mental health professionals (when appropriate).	5. 35%* of the referred children shall have Education Case Plans completed within 60 days and an additional 35% shall be completed within 90 days.
		¹ Shall establish a base line in the first contract year to collect data to use for % for each subsequent year for comparison.

Exhibit B
PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
<p>Contractor shall comply with the RFP, Contract Terms and Conditions, Exhibit A, Statement of Work (SOW) and all other provisions of the Contract.</p>	<p>No more than 2 substantiated incidents of non-compliance in one twelve month period.</p> <p>CONTRACTOR may be required to submit a Corrective Action Plan.</p>	<p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>CPM receives notices from other DCFS users.</p> <p>CPM receives results of any audit regarding CONTRACTOR compliance.</p> <p>CPM notifies and submits to CONTRACTOR a written notice for each separate incident of non-compliance.</p>	<p>If three (3) written notices are submitted to the CONTRACTOR in a twelve-month period that indicate that CONTRACTOR is not in compliance with the SOW, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the written notices of a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem. All corrective action plans are subject to COUNTY approval.</p> <p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$250 when the following occurs:</p> <ol style="list-style-type: none"> 1) For each written notice over three (3) submitted in a twelve-month period that indicates that CONTRACTOR is not in compliance with the SOW, and/or any other provision of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval. 3) CONTRACTOR did not submit a corrective action plan for one or more of the written notices.